

GENERAL TERMS AND CONDITIONS FOR ALLOTMENT OF INDUSTRIAL PLOTS

B-1 AREA

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variation. If the variation is within 10% limits, no change in location or surrender shall be allowed. However, if such variation is more than 10% allottee shall have the option of surrendering the allotment and take back entire money deposited by him/her without any interest.

B-2 UNSUCCESSFUL APPLICANTS

The Registration money of the unsuccessful applicants will be returned within six months without interest after rejection of application.

B-3 SURRENDER

The allottee can surrender the industrial plot in favour of YEIDA before cancellation-

- i) The request for surrender should contain signature of bonafide allottee/lessee. In case of incorporated company the request should be supported by the certified copy of the Resolution of Board of Directors.
- ii) The allottee has to execute surrender deed, if lease deed/transfer deed has been executed and all the original legal documents are to be surrendered unconditionally in Industries Department of the Authority.
- iii) The entire deposit(s) made to the YEIDA, after deducting Rs. 20,000/-, would be refunded by YEIDA, without any interest, in case of lease deed is not executed or/ and possession not taken. However in cases, where legal documents have been executed and/or possession of the industrial plot has been taken over, then all the deposits made under revenue heads (excluding interest against the premium) would be forfeited along with the due lease rent till the date of dispossession of the industrial premises and Rs. 20,000/- would also be deducted from the deposit against premium.

Note:- The date of surrender in above case shall be the date on which application is received at the Authority's office. No subsequent claim on the basis of postal certificate will be entertained.

B-4 CHANGE IN CONSTITUTION

Change in constitution may be allowed by the DCEO/ACEO or its authorized officer after completion of required formalities as decided by the lessor from time to time.

An application to DCEO/General Manager(Industries) has to be made for a change in constitution.

With changes in constitution, ownership rights should not be changed, otherwise provisions of transfer will be applicable.

Ownership rights means original allottee/allottees should possess a minimum 51% shares.

If it is observed that the change of ownership rights is made through a change in constitution before the unit has become functional, such a change/ transfer will be considered void and the allotment will be cancelled.

After making the unit functional, such a change in constitution may be permitted on depositing 5% of premium at the current rate proportionately.

Permission for the change of constitution will be granted by Additional CEO/DCEO or any authorized officer by the CEO

(A) PROPRIETORSHIP TO PARTNERSHIP

Change in constitution from proprietorship to partnership is to be allowed after complying with following conditions-

A certified copy of the partnership deed and form A and B issued by the Registrar of Firms should be submitted along with a requested for a change in constitution. Apart from above the affidavit of relationship of the new incumbent has to be given.

(B) CHANGE OF PARTNER PARTNERSHIP DEED

A certified copy of the dissolution deed, new partnership deed, retirement-cum-partnership deed, as applicable will be submitted with form A, B and C or revised Form-A issued by the Registrar of Firms along with an affidavit showing the relation among partner are required to be submitted along with a request to change the partner or partnership deed.

(C) TRANSFER OF UNIT IN PVT. LTD./LTD. COMPANY

Copies of the Articles and Memorandum of Association, certificate of Incorporation, list of shareholders/director duly certified by a CA, form 32 duly acknowledged by the R.O.C., and Board Resolution duly signed by the company president, are required to be submitted along with the request for a change by the current allottee.

B-5 CHANGE/ADDITION OF PRODUCT

- a) On submission of the application along with the project report, new product change/addition of product can be allowed.
- b) Change of products will be allowed only for the products not classified in the negative list of the Authority.
- c) Permission for the change of product will be granted by Additional CEO/DCEO or any authorized officer by the CEO

B-6 DECLARING UNIT FUNCTIONAL

Industrial Units will be declared functional after submitting the documents listed below. The authority for declaring a unit functional is vested with Additional CEO/DCEO or any authorized officer by the CEO

- i. Attested copies of PMT / SSI registration / Central Excise Department certificate (with date of commencement of production) / Trade Tax Exemption Order / Trade Tax Assessment Order.
- ii. Affidavit of the building completion certificate, stating that minimum percentage of total FAR to be constructed out of total permitted covered area of the unit, has been constructed, and fire and other NOCs have been obtained from the relevant competent authorities.
- iii. Lease deed / transfer sale deed, whichever is applicable, has been executed.
- iv. No dues certificate from the Concerned Authority.
- v. Besides the above, additional documents can also be presented:
 - ESI registration certificate,
 - PF registration,
 - Registration under the Factories Act
 - Electricity consumption bills
 - Telephone bills
 - Bank statement
 - Any other documents in support of their claim
- vi. The date of commencement of production indicated in PMT/SSI Registration Certificate issued by central Excise Department. /Trade Tax Assessment order would be deemed as date of production and extension charges, if applicable, would be payable only till this date irrespective of the date of submission of the documents and/or declaration of unit as functional by the Concerned Authority.

Note:- In the absence of the above documents, in special cases, a committee comprising of the ACEO/DCEO/General Manager (Industries), General Manager (Planning) and General Manager (Projects) will inspect the unit so that the date of commencement of the functioning of the unit can be decided.

B-7 EARLY-PRODUCTION INCENTIVE

For early commencement of production by the unit, an incentive at the rate of Rs. 50/- per sqm will be given on the following conditions:

- i. The unit has to start production within two years of the date of allotment.
- ii. A minimum percentage of total FAR out of permitted covered area of the allotted plot has to be constructed.
- iii. The unit has to apply for production incentives within 6 months of the date of commencement of production.

Delayed applications will be liable for penalty as under:

For applications received with one month's delay: Rs. 1/- per sqm.

For applications received with two months' delay: Rs. 2/- per sqm.

For applications received with three months' delay: Rs. 3/- per sqm.

Applications received after nine months will not be entertained. The early-production incentive amount will be adjusted against the last installment of the premium due.

In case full payment has already been made, the incentive amount will be paid by cheque.

B-8 MAINTENANCE

1. That the lessee will keep the demised premises and buildings:
 - (i). At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor.
 - (ii). And the available facilities as well as the surroundings be neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
2. That the lessee shall abide by all Regulations, Building Bye Laws and Directions of the Authority framed/issued under section 8,9 and 10 or under any provision of the U.P. Industrial Area Development Act 1976 and rules made therein.
3. In case of non-compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO may consider just and / or expedient.
4. If the maintenance work of any area is not found satisfactory according to the Authority, then the

- required maintenance work will be carried out by the Authority and all the expenses incurred in carrying out such works will be borne by the allottee. The expenses calculated by the Authority shall be final and binding on the lessee.
5. That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
 6. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.
 7. The allottee at his own expense will take Maintenance of Patri alongside its premises.

B-9 MORTGAGE

The allottee / lessee may, with the prior written permission of the lessor, mortgage the land/building to any Government recognised institution for raising loan for the purpose of funding the industrial unit, after execution of lease deed, and subject to such terms and conditions as may be decided by the lessor at the time of granting the permission.

Provided that in the event of sale or foreclosure of the mortgaged or charged property by the mortgagee, the lessor shall be entitled to claim and recover such percentage as may be decided by the lessor, which shall not be more than 50% of unearned increase in the value of the plot/premises as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.

Provided further that lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor which shall not be more than 50% of unearned increase in the value of the plot/premises. The lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency / court.

In the event permission to mortgage is granted, the Authority shall always have first charge over the property in respect of the dues payable to the Authority. Mortgage, if created by the lessee without prior written permission of the Authority shall not be valid or operative against the dues of the Authority This charge shall be a charge within the meaning of the Transfer of Property Act .

B-10 TRANSFER OF PLOT

Subject to the following conditions an allottee/lessee will be allowed to sell / transfer a unit located on a plot allotted by the Concerned Authority to any other person who is eligible to apply as mentioned given above-

- (a) Transfer shall be permitted only after the unit has been declared functional by the Concerned Authority.
- (b) The cases, where cancellation has been effected or are in process, are not eligible for transfer.
- (c) Only bonafide lessee(s) / transferee(s) may be permitted to transfer an industrial unit / plot allotted to him, ab-initio and/or under expansion category.
- (d) More than one Industrial property (ies) allotted as one allotment can also be transferred individually to different transferee(s).
- (e) Application for transfer shall be received on the prescribed Transfer Application Form available from the Industrial Department of the **Concerned** Authority, along with the transfer processing fee as decided by CEO or the Authorised Officer of the **Concerned** Authority, from time to time.
- (f) The Transfer Application form should be duly filled along with the NOC.s from various departments i.e. Project division, No dues from the Industrial Department, UPPCL / last paid electricity bill and General Manager, DIC, Gautam Budh Nagar (In case all original as well as subsequent legal documents are submitted, then NOC from Bank / Financial Institution is required).
- (g) Photograph & signature of transferor(s)/ Transferee(s) must be attested by the Bank Manager on the application form itself. In case of companies, certified copy of Resolution of Board of Directors authorized the signatory for moving the transfer application should also be submitted with application.
- (h) Both transferor and transferee must be competent to contract on the date of transfer application.
- (i) Allottee can transfer the allotted plot for industrial production / industrial facility permitted to set up as per Annexure "D" in Yamuna Expressway Industrial Development Area only and not for any other product/purposes.
- (j) Transfer of partial area of plot shall not be considered.
- (k) For transfer of industrial plot, transfer charges @ 5% of the rate prevailing at the time of submission of transfer paper of allotment in that area, is chargeable for granting permission of transfer.

B-11 PROVISION FOR RENTING UNITS

No renting permission shall be given by the CEO or any officer authorised by the CEO, Yamuna Expressway Industrial Development Authority in the allotted premises before the unit is formally declared functional, Thereafter, the CEO or any officer authorised by the CEO may considere such application as per

prevailing policy of the Authority as applicable on the date of receipt of such application

B-12 MISUSE, ADDITIONS, ALTERATIONS ETC.

The allottee / lessee shall not, use the land for any purpose other than that for which it was allotted / leased. The lessee / allottee shall not be entitled to divide the plot or amalgamate it with any other plot without the prior written permission of the CEO or any officer authorized to do so by the CEO. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon any shall be resumed.

B-13 LIABILITY TO PAY TAXES

1. The allottee / lessee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Authority or any authority empowered in this behalf, at present or in future in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.
2. The allottee, at his own expense, will take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the competent authority in this regard.

B-14 OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s) or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the allottee / lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the C.E.O. on the amount of such compensation will be final and binding on the applicant.

B-15 CANCELLATION

In addition to the other specific clauses relating to cancellation the Authority / Lessor as the case may be shall be free to exercise its rights of cancellation of lease/allotment in the case of:

1. Allotment being obtained through misrepresentations/ suppression of material facts.
2. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
3. Default on the part of the applicant allottee/lessee for breach/violation of terms and conditions of registration/allotment/Installment/lease and /or non deposit of Reservation/**Allotment Money**

In the event of cancellation, under sub-clause (1) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the Authority / lessor with structure thereon, if any, and the allottee / lessee will have no right to claim compensation thereof in the event of cancellation, under sub-clause (2) or (3) above, 20% of the total premium or the amount deposited upto the date of cancellation, whichever is the least, shall be forfeited and balance, if any, shall be refunded without any interest.

B-16 RESTORATION

The Authority can exercise cancellation of industrial plot for breach of terms and conditions of allotment/lease deed. However, the CEO or any other officer authorized by him can restore the plot. The restoration will be subject to the following conditions :-

- (a) if the application for restoration has been made within a period of three years from date of cancellation then the restoration may be permitted at the level of the Chief Executive Officer or any officer authorised in this behalf.
- (b) After 3 years but before expiry of five years from the date of cancellation all the restoration matters will be put up before the Board of the Authority.
- (c) No application for restoration shall be entertained after five years from the date of cancellation.
- (d) The policy regarding restoration is liable to be changed from time to time as per decisions taken by the Authority.
- (e) The allottee will have to make upto date payments, dues, penalties & interest etc. as applicable.
- (f) The allottee will have to pay the time extension charges as per the terms and conditions of the lease deed.
- (g) The restoration charges will have to be paid @ 10% of the total premium of the plot at current rate calculated on the date on making of the application for restoration received at the office of Yamuna Expressway Industrial Development Authority, unless on the date of receipt of application for restoration, a proposal for revision of the rates of allotment has already been submitted for approval of the competent authority.
- (h) The allottee will have to submit an affidavit to the effect that it shall implement the project within one year and that it is aware that no further extension shall be granted .

- (i) The allottee will have to submit Bank Guarantee in the form of Performance Guarantee of an amount equivalent to 10% of the total premium of the plot on the current rate for duration of 3 months excess to the Project Implementation Schedule. If the allottee does not follow the Project Implementation Schedule, the Bank Guarantee will be forfeited in favour of the Authority and the plot will be cancelled.
- (j) Transfer of such restored plot/lease will not be allowed before making it functional, However the Change in Constitution permitted in bye laws of Authority by without payment of charges, shall be permissible only in favour of direct blood relations and spouse.
- (k) If the allottee has filed a case in the court of law against cancellation, then he will have to withdraw the case and will have to pay back the expenses incurred by the Authority in the fighting the case.
- (l) If cancellation has been done because of the mix uses or carrying on of an activity other than for which the allotment has been made then the application for restoration can be considered only after the site report for closure of the such non conforming activity and on submission of an affidavit for not performing such un-allowed activities in future.

B-17 AMALGAMATION

Amalgamation of adjoining plots may be considered on the conditions as decided by the Authority from time to time as per applicable policy of the Authority on the date of making the application for amalgamation. Sub division is not allowed under any circumstances.

B-18 OTHER CLAUSES

- (i) The Authority (lessor) reserves the right to make such decision/ alterations/ modification in the terms and conditions of registration / allotment / lease from time to time, as lessor may consider just or expedient.
- (ii) In case of any clarification or interpretation regarding these terms and conditions the decision of the lessor shall be final and binding on the applicant/ allottee/lessee.
- (iii) If due to any “force-majeure” or such circumstances beyond the Authority's control, the Authority is unable to make allotment or the possession of allotted plot, entire registration money or the deposits, depending on stage of allotment will be refunded with 4% simple interest if the delay is more than one year.
- (iv) The registration/allotment/lease will be governed by the provision of the U.P. Industrial Area Development Act 1976 (U.P. Act no. 6 of 1976) and rules and/or regulations made or directions issued, under this Act.
- (v) The authority will monitor the implementation of the project. Those applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- (vi) All arrears due to the lessor shall constitute a charge over the allotment property and shall be recoverable as arrears of land revenue.
- (vii) Any dispute between the Authority / Lessor and Allottee / Lessee/ Sub-lessee shall be subject to the territorial jurisdiction of the Civil Courts of Gautam Budh Nagar or the Hon'ble High Court at Allahabad, and no other court..

B-19 AVAILABILITY OF PLOTS FOR ALLOTMENT

Details of available plots are to be displayed on the notice board of the authority from time to time and is also available on the website of the authority. Number of plots may increase or decrease depending on the availability of land. CEO reserves the right to withdraw any plot for the allotment process at any time, without assigning any reason.

ANNEXURE-D

The following is the list of industry which may be permitted in industrial area developed by Yamuna Expressway Industrial Development Authority.

S.No. Name of the Project

1. Agarbatti and Similar Products
2. Agriculture appliances and implements
3. Agriculture equipments repairing
4. Air conditioner(s) & its parts
5. Aluminium doors/windows/fittings/furniture
6. Aluminium-wares, moulds of cakes and pastry
7. Assembly and repair of cycles
8. Assembly and repairs of electrical gadgets
9. Assembly and repair of sewing machines
10. Atta chakki and spices and dal grinding
11. Attaché, Suitcases Brief cases & bags
12. Auto Parts
13. Auto Mobile service/repair denting/painting Workshop only on plot area of 400 sq. mtr. & above
14. Batik works
15. Battery charging
16. Belts and buckles
17. Biscuit, pappy, cakes, & cookies making
18. Block making and photo enlarging
19. Brass fitting
20. Bread & Bakeries
21. Brushes & Brooms
22. Buckets
23. Builder hardware
24. Bulbs (battery)
25. Buttons clips & hooks
26. Button making, fixing of buttons & hooks
27. Calico and Textile products
28. Candies, Sweets, Rasmalai etc.
29. Candles
30. Cane and Bamboo products
31. Canvas Bags & Hold-all makings
32. Cardboard Boxes
33. Carpentry
34. Terrazzo tiles, paving, jallies of Cement
35. Assembly of Centrifugal pumps & small turbines
36. Citrus fruit concentrate
37. Clay modelling
38. Cold storage & refrigeration
39. Collapsible gates railing & grill
40. Conduit pipes
41. Confectionery candies and sweet
42. Copper and brass Art wares
43. Copper Metal parts
44. Copper-ware and utensils
45. Cordage, rope and twine making
46. Cotton and silkscreen printing
47. Cotton ginning
48. Cotton/silk Printing (By Hand)
49. Crayons
50. Cutlery
51. Cycle chain
52. Cycle locks
53. Dal milling
54. Data Processing Centers
55. Decorative goods
56. Dehydrated vegetables
57. Diamond cutting and polishing work
58. Dies for plastic mouldings
59. Door shutters and windows
60. Drugs and Medicines
61. Dyeing, bleaching, finishing processing cloth (including mercerizing, calendaring, glazing etc.)
62. Elastic products.
63. Electric fans
64. Electric fittings (switch, plug, pin etc.)
65. Electric lamp shades, fixtures
66. Electric Motor and parts
67. Electric Press assembling
68. Electric appliances (room heaters, lamps etc.)
69. Electrical motors, transformers and generators
70. Electronic goods manufacturing
71. Embroidery
72. Enamel ware
73. Engineering works
74. Expanded metals
75. Fabrication (like trusses and frames)
76. Fire fighting equipments
77. Flour mills
78. Fluorescent light fitting (including neon signs)
79. Fountain pen, Ball pen and felt pens
80. Footwear
81. Framing of pictures and mirrors
82. Fruit canning
83. Glass work (assembly type)
84. Gold and Silver Thread Kalabattu
85. Grading, waxing and polishing of fruits
86. Only Blending/Repacking of Grease & Oils
87. Hand Press
88. Helmets
89. Hats, caps turbans including embroideries
90. Hinges and Hardware
91. House hold/kitchen appliances
92. Hydraulic Press
93. Ice boxes and body of the coolers
94. Labels/ Stickers
95. Ice-Cream
96. Information Technology/IT Enabled Industries
97. Industrial fasteners
98. Ink making for fountain pens
99. Interlocking & buttoning
100. Ivory Carving
101. Jewellery items
102. Juicer (only assembly)
103. Jute products
104. Key rings
105. Khadi and Handlooms Products

106. Knife making
107. Laboratory porcelain, dental porcelain work
108. Kulfi and confectionery
109. Lace work and like
110. Lamps and burners
111. Lantern. Torches and flash lights
112. Lathe machines
113. Laundry & dry-cleaning
114. Leather and rexine made ups.
115. Leather footwear
116. Leather Upholstery and other leather goods
117. Locks
118. Manufacturing of trunks and metal Boxes
119. Marble stone items
120. Metal containers
121. Metal letter cutting
122. Metal polishing
123. Milk creams separators and mixers
124. Milk testing equipments
125. Milling of pulses
126. Miscellaneous machines parts
127. Motor winding works
128. Musical instruments (including repairs)
129. Name plate making
130. Nuts/Bolts/Pulleys/Chains and gears Oil Stoves, Pressure Lamps and Accessories
131. Optical instruments
132. Ornamental leather goods like purses, handbags
133. P.V.C. Compound
134. P.V.C. Products
135. Padlock and pressed locks
136. Formulation only of paints & Thinners
137. Pan Masala
138. Paper products
139. Paper cutting machine
140. Paper making machine
141. Paper stationery items and book binding
142. Totally mechanized and automatic unit for pasteurized milk and its products
143. Perfumery and cosmetics
144. Photo Type Setting
145. Photographs, Printing (including signboard painting)
146. Photostat and cyclostyling
147. Pickles, Chutneys and Murabba
148. Pith hat, garlands of flowers and pith
149. Plastic products
150. Polish work
151. Polishing of plastic parts
152. Polythene bags
153. Precision instruments of all kinds
154. Preparation of Vadi & Papad etc.
155. Pressure cookers
156. Printing, book binding embossing and photographs etc.
157. Processed fruit and vegetables products
158. Processing of condiments, spices, groundnuts and dal etc.
159. Rakhee making
160. Rail coupling parts
161. Readymade Garments
162. Repairs of small domestic appliances and gadgets (like room heater, room coolers, hot plates, lamps etc.)
163. Repair of watches and clocks
164. Rings and eyelets
165. Rolling shutters
166. Rubber products from mixed compound
167. Rubber stamps
168. Safety pins
169. Sanitary goods machining & fittings
170. Saree fall making
171. Scissors making
172. Screen printing
173. Screw & nails
174. Software, Hardware & Peripherals of Computer
175. Sheet metal works
176. Shoe making and repairing
177. Shoe laces
178. Silver foil making
179. Small electronic components
180. Small Machine & Machine tools
181. Spectacles optical frames
182. Spice grinding
183. Speedometers
184. Sports goods
185. Sprayers (hand and foot)
186. Stamp pads
187. Stapler pins
188. Stationery items (including educational and school drawing instruments)
189. Steel Admirals
190. Steel Furniture's
191. Steel Lockers
192. Steel wire drawings
193. Steel wire products
194. Stone engraving
195. Stove pipe, safety pins and aluminum buttons (by hand press)
196. Structural steel fabrications
197. Surgical bandage rolling and cutting
198. Surgical goods
199. Surgical instruments and equipments
200. T.V. Radio cassette, recorders etc.
201. T.V./ Radio/transistor cabinets
202. Table lamps and shades
203. Tailoring
204. Tomato ketchup & vegetable sauce
205. Containers lids
206. Tarpaulin & Tents including repairs (no processing & weaving)
207. Telephone and its parts
208. Thermometers
209. Thread balls and cotton fillings
210. Tin box making
211. Tractor parts
212. Transformer covers
213. Typewriter parts manufacturing and assembling
214. Tyre retreading with cold process only
215. Umbrella assembly

216. Upholstery springs and other springs (no heat treatment)
217. Utensils
218. Assembly of vacuum flasks
219. Velvet embroidered shoes/shawls
220. Veneer of plywood
221. Vermicelli and macaroni
222. Vinegar and juice
223. Watches and clocks parts
224. Water meters
225. Water meters repairing
226. Water Tanks
227. Wax polishing
228. Weaning food
229. Welding works
230. Wire drawing coating and electric cable
231. Wire knitting
232. Wire netting
233. Wood carving and decorative wood wares
234. Wooden/cardboard jewellery boxes
235. Wool balling and lachee making
236. Wool knitting (with machine)
237. Writing and marking ink
238. X-ray machines
239. Zari Zardozi
240. Zip fasteners